

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF PUERTO RICO

**GeoStabilization International, LLC;**  
Plaintiff

v.

**Visionary Construction, Inc. d/b/a  
Visionary Services; Great Midwest  
Insurance Company; Surety Company  
“A;” and Insurance Company “B;”**  
Defendants

Case No. 3:24-cv-01272

*Collection of Money  
Miller Act  
Breach of Contract  
Equitable Estoppel  
Unjust Enrichment  
Damages*

**Complaint**

Plaintiff GeoStabilization International, LLC, by and through its attorney, avers, states, and prays:

**I. Jurisdiction and Venue**

1. This is an action brought under the Miller Act, 40 U.S.C. §§ 3131-3134, to recover payment for labor and materials furnished in connection with two federal construction projects of the USDA Forest Service SPOC East, located at El Yunque National Rainforest in Rio Grande, Puerto Rico. Additional federal and state law causes of action for breach of contract, equitable estoppel, unjust enrichment, and damages are also espoused.

2. This Court has jurisdiction under 28 U.S.C. §§ 1332(a)(1) and 1352, and 40 U.S.C. § 3133(b)(2).

3. Venue is proper in this district under 28 U.S.C. § 1391(b) as the projects subject of the complaint are located in this district.

## **II. Parties**

4. Plaintiff GeoStabilization, a wholly owned subsidiary of NYSE-listed KKR & Co. Inc., is a first-tier subcontractor that furnished labor and materials for the construction of two federal projects known as: (1) Emergency Gabion Wall Repair on El Yunque Trail (original contract amount: \$768,509.00), Gov. Contract # 12441922C0005, and (2) Emergency Big Tree/La Mina Trail Hurricane Fiona Fill Slope Repair (original contract amount: \$349,902.00), Gov. Contract # 12445222C0014. Its address and principal office are located at 10225 Westmoor Dr., Ste. 205, Westminster, CO 80021.

5. Defendant, Visionary Construction, Inc., d/b/a Visionary Services, is the prime contractor for the project(s). Its addresses and offices are located at 3350 Riverwood Prwy, Ste. 1900, Atlanta, GA 30339, and 4097 Trail Creek Road, Ste. 201, Riverside, CA 92505.

6. Defendant, Great Midwest Insurance Company, is the surety on the payment and performance bond(s) furnished by Visionary in connection with the project(s). Its address and principal office are located at 800 Gessner Road, Ste. 600, Houston, TX 77024.

7. Defendant, Surety Company “A,” whereabouts unknown, is a fictitiously named entity which may be liable for all, or part, of the amounts claimed herein.

8. Defendant, Insurance Company “B,” whereabouts unknown, is a fictitiously named entity which may be liable for all, or part, of the amounts claimed herein.

## **III. Facts**

7. On or about 03/17/2023 Plaintiff executed a contract with Visionary to furnish work and materials for the El Yunque Trail Gabion Wall Stabilization project above identified.

- a. Work under this contract was performed between 06/20/23 and 08/23/2023, with additional extension work being performed during the week of 10/23/2023.
- b. Invoices totaling \$877,679.00 under this contract were sent to Visionary on or about 05/05/23, 07/24/2023, 08/30/2023, and 11/17/23.
- c. Only \$136,600.00 was paid by Visionary under this contract, with a remaining unpaid balance for El Yunque Trail Gabion Wall Stabilization project of \$741,079.00.

8. On or about 10/05/2023, Plaintiff executed a second contract with Visionary to furnish work and materials for the Big Tree/La Mina Repair project above identified.

- a. Work under this contract was performed between 11/27/23 and 12/14/23.
- b. An invoice under this contract was sent to Visionary on or about 12/20/23 for \$301,206.00.
- c. No amount was paid by Visionary under this contract.

9. Plaintiff fully performed its obligations under the contracts and furnished labor and/or materials valued at \$1,178,885.00.

10. Despite repeated demands, Plaintiff has not been paid the full amount owed for the labor and/or materials furnished. The total unpaid balance is \$1,042,285.00, which has been a loss for Plaintiff and a gain for the Defendants.

**IV. First Cause of Action**  
*(Miller Act)*

10. All factual allegations recited above are here incorporated by reference.

11. Plaintiff is entitled to recover the unpaid balance of \$1,042,285.00 from the Defendants, jointly and severally, pursuant to the Miller Act.

**V. Second Cause of Action**  
*(Breach of Contract)*

10. All factual allegations recited above are here incorporated by reference.

11. Plaintiff is entitled to recover the unpaid balance of \$1,042,285.00 from the Defendants, jointly and severally, pursuant to Visionary's breach of contract.

**VI. Third Cause of Action**  
*(Equitable estoppel and unjust enrichment)*

12. All factual allegations recited above are here incorporated by reference.

13. Plaintiff is entitled to recover the unpaid balance of \$1,042,285.00 from the Defendants, jointly and severally, pursuant to the doctrines of equitable estoppel and/or unjust enrichment.

**VII. Fourth Cause of Action**  
*(Damages)*

10. All factual allegations recited above are here incorporated by reference.

11. Plaintiff is entitled to recover the unpaid balance of \$1,042,285.00 from the Defendants, jointly and severally, as damages for its losses.

**V. Prayer for Relief**

WHEREFORE, Plaintiff prays for the following relief:

- a. Judgment against Defendants, jointly and severally, for the payment and/or reimbursement of \$1,042,285.00;
- b. Prejudgment and post-judgment interest at the statutory rate;
- c. Reasonable attorney's fees and costs; and
- d. Such other and further relief as the Court deems just and equitable.

Dated: June 19, 2024.

*Respectfully submitted for  
Plaintiff GeoStabilization International, LLC:*

s/Ramón L. Viñas Bueso  
Ramón L. Viñas Bueso, Esq.  
USDC-PR No. 209602  
Viñas Law Office, LLC  
623 Ave. Ponce de León  
Suite 1202B  
San Juan, PR 00917-4831  
T 787-724-4363  
F 787-724-4316  
[ramonvinas@vinasllc.com](mailto:ramonvinas@vinasllc.com)